

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
EASTERN DIVISION**

**CLEO ANDERSON and
DOTTIE ANDERSON**

PLAINTIFFS

V.

NO. 2:13-CV-087 JLH

**SHELTER MUTUAL
INSURANCE COMPANY**

DEFENDANT

AMENDED COMPLAINT

Come now the Plaintiffs, Cleo Anderson and Dottie Anderson (collectively referred hereafter as “Anderson” or “Plaintiffs”) by and through their attorneys, David Hodges and the Etoch Law firm, and for their Complaint against the Defendant, Shelter Mutual Insurance Company (“Shelter”), allege and state as follows:

1. Plaintiffs are citizens and residents of St. Francis County, Arkansas, at all times relevant to this complaint.
2. The Defendant, Shelter, is an entity in the business of selling insurance with its principle place of business in Columbia, Missouri, which did do business in the State of Arkansas at the time of the wrongs complained of herein.
3. The wrongs complained of herein arose out of the Defendant’s conduct in doing business in the State of Arkansas.

4. The Defendant, Shelter, for the consideration of a premium which was paid, issued and delivered to Plaintiffs a policy of fire casualty insurance (policy number 03-71-5770984-1) to cover the Plaintiffs' property located at 137 Cardinal Dr., Forrest City, Arkansas. The total amount of insurance upon the property both real and personal by the policy was \$142,910.00, which represents \$92,200.00 for the residence and \$50,710 for the contents. The policy was a homeowner policy. A copy of documentation from Shelter verifying coverage is attached hereto, marked Exhibit "A" and incorporated herein by reference.

5. Plaintiffs have paid all premiums as they became due. Plaintiffs' residence and their personal property located at 137 Cardinal Dr., Forrest City, Arkansas were destroyed by fire on November 17, 2012. Said policy was in full force and effect at the time of the fire.

6. Plaintiffs immediately notified Shelter of their loss within the time and manner required by the terms of said policy and demanded payment pursuant to the terms of the policy.

7. The policy requires that the claim be processed and payment made within a reasonable period of time and within 60 days from the date of the proof of loss.

8. Plaintiffs filed a sworn proof of loss on or around December 20, 2012. Cleo Anderson and Dottie Anderson further submitted to an Examination Under Oath by Shelter's attorney, on March 18, 2013. Plaintiffs have answered every question asked by Shelter and have fully cooperated with Shelter, their agents, and their attorneys.

9. Plaintiffs have complied with all conditions of the policy.

10. Plaintiffs state they are entitled to recover \$59,221.93 for the loss of their residence.

11. In addition thereto Plaintiffs are entitled to \$12,690 for the contents thereof.

12. Although due demand has been made by Plaintiffs for the proceeds of the policy from Shelter, Shelter has failed, neglected and refused to pay any funds pursuant to the terms of the policy and within the time specific in the policy. The Plaintiffs are entitle to pre-trial interest, twelve percent damages/penalties, together with a reasonable attorney's fee and their costs as provided in Ark. Code Ann. §3-79-208.

13. Plaintiffs request a trial by jury.

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs, Cleo Anderson and Dottie Anderson pray for Judgment against the Defendant, Shelter, for \$56,221.93 for the structure; for \$12,690 for the contents of their home which

were destroyed by the fire; together with pre-trial interest, twelve percent damages, and a reasonable attorney's fee; and for such other and further relief which may be proper.

**CLEO ANDERSON and DOTTIE
ANDERSON, Plaintiffs**

By: /s/ David A. Hodges
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CERTIFICATE OF SERVICE

I hereby certify that on December 5, 2014, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which shall send notification of such filing to the following:

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